

**COOPERATIVE AGREEMENT
BETWEEN THE
UNITED STATES ARMY ALASKA
AND
COLORADO STATE UNIVERSITY**

I. SUBJECT

This COOPERATIVE AGREEMENT (hereinafter referred to as "this agreement") is between the Department of the Army, US Army Alaska (hereinafter referred to as "USARAK") and Colorado State University (hereinafter referred to as "CSU") to collect, analyze, and apply environmental data for optimal management of public lands under USARAK's control.

II. PURPOSE

The purpose of this agreement is to establish the relationships, responsibilities, and activities to collect, analyze, and apply environmental data for optimal management of public lands under control of USARAK. USARAK manages over 1.6 million acres of public land. As is the case with all government agencies, USARAK must manage its lands in accordance with all environmental laws, such as the National Environmental Policy Act, Endangered Species Act, Clean Water Act, Sikes Act, etc. Compliance with these regulations requires accurate, current data on the status of the resources on the military installations and application of the data in management decisions. Collecting, analyzing, and applying these data also support the objectives of the Legacy Resource Management Program.

III. AUTHORITY

This agreement is entered into under the authority of Public Law 103-139, Public Law 101-511, and Army Regulation (AR) 200-3.

IV. GENERAL PROVISIONS

Public Law 103-139 provides in part that:

Notwithstanding the provisions of the Federal Cooperative Grant and Agreements Act of 1977 (31 U.S.C. 6303-6308), the Department of Defense may hereafter negotiate and enter into cooperative agreements and grants with public and private agencies, organizations, institutions, individuals, or other entities to implement the purposes of the Legacy Resource Management Program.

This agreement meets the following Legacy Resource Management Program purposes:

- a. To provide for the stewardship of all Department of Defense controlled or managed air, land, and water resources.
- b. To establish inventories of all scientifically significant biological, geophysical, cultural, and historic resource assets on Department of Defense lands. In addition to the specific attributes of the asset, these inventories are to catalog their scientific and or cultural significance, as well as their interrelationship to the surrounding environment, including the military mission carried out on the land upon which they reside.
- c. To establish educational, public access, and recreation programs designed to increase public appreciation, awareness, and support for these national environmental initiatives.

V. OBJECTIVES

The objectives outlined herein may not be changed without written approval by the parties.

The primary objective of this agreement is to provide USARAK with research and management support to assist in optimal management of training lands, to minimize restrictions to the military mission due to natural and cultural resource-related constraints, to protect and enhance biological diversity and ecological health on all public and USARAK lands, and to ensure compliance with all environmental laws and regulations.

Specific objectives are as follows:

- a. To collect natural resource data necessary for the sound management of military lands. The land must be maintained in a condition to provide for optimal military training experiences and to protect the soil, water, vegetation, and wildlife resources in a healthy and diverse state.
- b. To assemble, edit, summarize, analyze, interpret, and apply environmental data to the management of natural and cultural resources on military installations. This is accomplished most efficiently with state-of-the-art computer analyses.
- c. To implement, administer, and further develop the Integrated Training Area Management program in order to optimize military training opportunities with concomitant protection of the many natural and cultural resources on military installations.
- d. To maintain a knowledge and appreciation of our collective cultural heritage by developing and implementing methods for conserving the prehistoric and historic cultural resources on public lands and military installations.
- e. To contribute to making the most sound, balanced decisions possible regarding land use and resource management on public lands and military installations by the provision of the best research, data, and analytical tools available.

f. To train natural and cultural resource managers, and those that interact with them on public lands and military installations, in the latest and most appropriate technologies to address resource management issues.

g. To educate military personnel on the potential environmental impacts of their training exercises, suggest ways to prevent or mitigate the impacts, and increase their awareness of the natural and cultural resources on the installation and the need to protect them for future use.

h. To identify potential pollutants of air, water, and soil, prevent their introduction into ecosystems, and mitigate their damage if introduction has already occurred.

The primary areas of research and support to be addressed under this agreement are:

- Natural Resource Data Collection
- Information Management
- Integrated Training Area Management
- Cultural Resource Data Collection and Management
- Planning and Decision Support
- Training
- Environmental Education
- Pollution Prevention

Natural resource data collection includes the gamut of information needed to manage renewable resources on a military installation. Basic inventories of the flora and fauna, condition and trend monitoring, rare and endangered species monitoring, baseline inventories, forest and rangeland inventories, game census, soil surveys, and other special purpose surveys contribute to baseline information on resources needed for supporting management decisions.

Information management encompasses all aspects of automated data processing, data analyses, and data interpretation and application to management needs. Support will be provided for computer systems used in environmental management. This support includes system definition, implementation, and maintenance, military and natural resources data collection recommendations, automated data collection, automated and non-automated data management, applications development, and Internet access and use. Geographic Information System (GIS) support will be provided in the form of hardware and software recommendations and setup, software and operating system technical support, data development, acquisition, and interpretation of remotely sensed imagery.

Integrated Training Area Management (ITAM) program support will be provided, to include all components of the program: Land Condition-Trend Analysis (LCTA); land restoration ecology; environmental awareness; and training requirements integration. LCTA program support includes all aspects of the program from plot allocation to data collection and analysis to report writing. Land restoration ecology is application of off-the-shelf technology and development of new techniques to repair lands damaged by military activities to a condition that halts further degradation (minimally) or restores native ecosystems (maximally).

Cultural resources data collection and management comprise all aspects of cultural resource conservation on public lands and military installations, both prehistoric and historic. Services include site surveys, excavations, artifact cataloging, preservation and management of collections, and development and implementation of management plans.

Planning and decision support contribute to making sound decisions regarding land use, natural and cultural resource management, military training impacts, project siting, etc. Environmental Assessments and Impact Statements are routinely necessary on public lands and military lands prior to initiating testing and training exercises, implementation of various resource management plans, siting projects, and construction activities. Such assessments and statements require large amounts of supporting data, information, and analyses. Planning documents are increasingly common and often required by law and regulations. Integrated natural resource management plans and cultural resource management plans are two examples. The plans, in turn, require supporting documentation, such as multiple layers of data in a GIS, vegetation community maps, and databases on the resources in question.

Training is available in many aspects of environmental management. Program specific training includes workshops on the ITAM and LCTA programs. Intensive, individualized training is often required for new and changing technologies, such as computer applications, GIS, remote sensing, global positioning system, etc. Programs of instruction are necessary to educate the military training community on environmental aspects of training.

Environmental education is aimed at preventing damage to public lands and military installation natural and cultural resources before it occurs. Development of educational programs and materials, particularly interpretive methods, increases awareness of human-caused disturbances and ways to prevent or minimize those disturbances.

Pollution prevention is the management of resources and hazardous materials to prevent their introduction to the ecosystem in any way that would compromise the quality of the air, water, and soil or the health and reproductive capability of organisms in the ecosystem.

VI. RESPONSIBILITIES

USARAK is responsible for protecting, conserving, and restoring environmental, natural and cultural resources on all Army-administered lands in Alaska.

CSU, through its Center for Ecological Management of Military Lands (CEMML), has over ten years of experience working exclusively in support of natural and cultural resource management on military lands. CSU has unique experience in the ITAM program, currently working at over thirty installations around the country. In addition, CSU has supported USARAK's ITAM program by collecting, analyzing, and applying data for management decisions in Alaska since 1994. CSU has a proven track record of low cost, financial accountability, and producing superior products on time.

USARAK is willing to reimburse CSU for providing material, equipment, and technical assistance to accomplish USARAK's conservation mission.

Therefore, it is mutually agreed as follows:

a. USARAK agrees:

(1) To provide project development criteria for its conservation mission. In addition, USARAK will provide technical assistance where available and a general guideline of requirements necessary to carry out and complete the purpose of this agreement,

(2) To develop a scope of work for each project to be accomplished under this agreement.

(3) To issue a delivery order, executed by a USARAK contracting officer, obligating funds to accomplish the agreed-upon scope of work at an agreed-upon price.

(4) To reimburse CSU for any supplies, equipment, travel and personnel services (including salary, benefits, sick and annual leave accrual), direct administrative cost for project procurement, logistical arrangements (travel, housing, utilities, vehicles, conferences, workshops and project reviews), human resources (job searches, processing of employment forms, project-specific personnel issues, time sheets, hourly employees and leave reports), project reports (editing, graphics, publication), program management, and overhead cost at the federally audited rate for CSU of 24.5% for off-campus activities and 30.5% for on-campus activities, consistent with OMB Circular A-21.

b. CSU agrees:

(1) To provide technical assistance through employees who have the expertise necessary to carry out the purpose of this agreement. The assistance will include, but is not specifically limited to: (a) collecting natural resources data necessary for the sound management of military lands; (b) assembling, editing, summarizing, analyzing, interpreting, and applying environmental data to the management of natural and cultural resources; (c) implementing, administering, and further developing the ITAM program; (d) developing and implementing methods for preserving prehistoric and historic cultural resources; (e) contributing to making the most sound, balanced decisions possible regarding land use and resource management by the provision of the best research, data, and analytical tools available; (f) training natural and cultural resource managers in the latest and most appropriate technologies to address resource management issues; (g) educating military personnel on the potential impacts of training exercises, suggesting ways to prevent or mitigate the impacts, and increasing awareness of the natural and cultural resources on the installation and the need to protect resources for future use; and (h) identifying potential pollutants of air, water and soil, and preventing their introduction into ecosystems, and mitigating their damage if introduction has already occurred.

(2) To enter into consulting agreements or subcontracts with other qualified agents who have the expertise to assist in the execution of this agreement.

(3) To purchase equipment, software, and materials and provide maintenance and repair of equipment that is required to carry out the purpose of this agreement. The

equipment purchased under this agreement will be used to satisfy the objectives of this agreement. USARAK will reimburse CSU for the purchase price of required equipment and materials and cost the of maintenance and repair of said equipment necessary for project completion. Equipment and material purchased under this agreement shall become property of USARAK at the completion of work undertaken pursuant to this agreement.

(4) To bill USARAK monthly on a reimbursable basis for costs as provided under the terms of this agreement and individual delivery order. Billing statements should be addressed to:

Directorate of Public Works
730 Quartermaster Road
ATTN: APVR-RPW-EV
Fort Richardson, Alaska 995056500

c. Both parties agree:

(1) That each party will assign a project office-and that a meeting between the assigned project officers or their designated representatives shall take place at least twice a year. The first meeting shall be no later than March 15 of each year to determine the project priorities and funding required for the next federal fiscal year. The second meeting shall occur no later than October 15 of each year to finalize project goals and funding for that federal fiscal year. Other meetings will be held as requested by either party. It is understood by both parties that available funding is not guaranteed and that no work can be started until funding has been sent. An annual operating plan to be formulated by the parties' assigned project officers or designated representatives will be submitted to the Chief, USARAK Environmental Resources Department, and to CSU not later than March 30 of each year for funding during the next federal fiscal year.

(2) That USARAK will have final authority to prioritize projects.

(3) That USARAK will have complete and free access to all data generated under this agreement.

(4) That CSU personnel may attend applicable training sessions, meetings, and conferences on a space and funds available basis.

(5) That the Comptroller General of the United States, the USARAK contracting officer, or their duly appointed representatives, or cognizant audit agency shall have access to all directly pertinent books, documents, papers, and records relating to USARAK's and CSU's engagement in the performance of duties or involving any transactions relative to this agreement.

(6) That publication rights in academic journals and/or technical reports related to the work undertaken pursuant to this agreement shall be shared jointly between CSU and USARAK personnel or singly by permission of the other cooperator. Publication of any reports or parts thereof by CSU personnel shall be subject to review, comment, and authorization by USARAK. Appropriate credit shall be given to the Department of Defense in any formally published article, providing that USARAK does not determine that the issuance of a disclaimer

is appropriate. The intent is that the knowledge learned be shared with others to assist in research and applied applications of procedures developed during this project.

(7) All activities pursuant to this agreement shall be in compliance with all applicable laws and regulations which prohibit discrimination on the basis of race, color, religion, sex, national origin, age, or disability.

(8) It is the expectation of the parties that all obligations of USARAK under this agreement will be fully funded. Any requirement for the payment or obligation of funds by USARAK under the terms of this agreement shall be subject to the availability of funds. No provision herein shall be interpreted to require obligation of payment of funds in violation of any statute.

VII. PERIOD OF PERFORMANCE

This agreement shall be effective upon the later signature and date entered below and shall remain in effect until September 30, 2002.

VIII. PROJECT OFFICERS

A. USARAK Project Officer is:

Mr. Douglas W. Johnson
Chief, Environmental Resources Department
Director of Public Works
730 Quartermaster Road
ATTN: APVR-RPW-EV (D. Johnson)
Fort Richardson, AK 99505-6500
Phone: (907) 384-3003
Fax: (907) 384-3047

B. CEMML Project Officer is:

Dr. Robert Shaw
Center for Ecological Management of Military Lands
Forest Sciences Department
Colorado State University
Fort Collins, CO 80523-1470
Phone: (970) 491-2748
Fax: (970) 491-2713

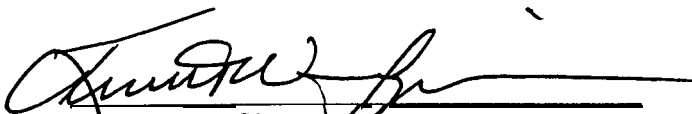
IX. MODIFICATIONS/ TERMINATION

A. This agreement may be terminated by either party by providing written notice to the other party 60 days in advance of the proposed termination date. This agreement may be modified at any time by mutual consent as long as the modification is reduced to writing and signed by both parties.

B. Should CSU be unable to complete the project, all unexpended monies shall be returned to USARAK.

X. SIGNATURE/APPROVAL

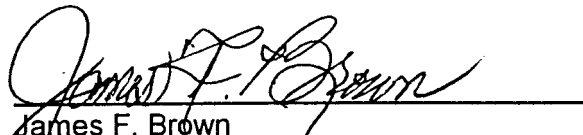
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date herein written.



Kenneth W. Simpson
Major General, U.S. Army
Commanding Officer

24 JUL 1997

Date



James F. Brown
Assistant Vice President for Research
Colorado State University

8/4/97

Date